

VIRGINIA ELECTRIC AND POWER COMPANY



RICHMOND, VIRGINIA

October 15, 1957

Mr. A. B. Passalar, Executive Secretary
State Water Control Board
415 West Franklin Street
Richmond, Virginia

Dear Mr. Passalar:

For your information and files, we wish to inform you that on October 11, 1957 we executed an agreement with the partnership of Presson and Brandt of Grafton, Virginia. Under the terms of this agreement, the above firm has contracted to haul away and dispose of all by-products resulting from the combustion of coal, coke, and other fuels at our Yorktown Power Station. Due to the fact that these by-products become the property of Presson and Brandt when such by-products are loaded into their trucks, this latter partnership has agreed to assume all responsibility for stream or air pollution resulting from such disposal and storage.

Mr. Roadcap of your organization accompanied our Mr. Bistrop on an inspection tour of the proposed disposal and storage areas prior to the completion of this contract. Mr. Roadcap also discussed the overall operation with Mr. Brandt of the contracting firm at this time.

We are attaching a map showing the approximate location of the proposed disposal area. In both cases, these areas are borrow pits, and with proper diking, the possibility of stream pollution is practically non-existent.

We trust this information will be of value to you.

Very truly yours,

Miss Carr
Miss Carr
Vice President

ART00014

CENTRAL FILING DEPARTMENT

CLASS ContractNo. 4418AGREEMENT

This Agreement entered into this 2nd day of October, 1957 by and between Virginia Electric and Power Company, a Virginia corporation, (herein referred to as "Vepco") and John H. Presson and Robert Lee Brandt, Partners, doing business under the name of Presson and Brandt of Crafton, Virginia, (herein referred to as "Contractor")

WITNESSETH:

WHEREAS, Vepco desires to retain the services of an independent contractor to haul and carry away the fly ash, bottom ash and other by-products resulting from the combustion of coal, delayed coke and other fuels at its Yorktown Power Station and Contractor, an independent contractor, is desirous of performing the aforesaid services on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Contractor agrees to carry and haul away, or cause to be hauled away, all fly ash, bottom ash or other by-products (herein referred to collectively as "by-products") resulting from the combustion of coal, delayed coke and other fuels at Vepco's Yorktown Power Station.
2. Contractor agrees that said by-products will be hauled to a disposal area which is owned, leased or otherwise under the full control of the Contractor.
3. Contractor and Vepco shall mutually agree upon the time and frequency of removal of said by-products provided, however, that such times

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and frequency of removal shall be of such extent and nature that in Vepco's opinion the normal and proper operation of its Yorktown Power Station shall not be impaired or interfered with.

4. Contractor agrees that it is cognizant of all Federal, State and local laws and regulations relative to the disposal of industrial wastes, and particularly the Water Control Law of Virginia and the rules and regulations of the State Water Control Board and the rules and regulations of York County, Virginia. Contractor further agrees that it is aware that said by-products, the leachings therefrom or drainage from the area upon which said by-products are stored, may constitute dangerous hazards to life and property and the Contractor agrees to dispose or store such by-products in such a manner as not to violate the aforesaid Federal, State or local laws or regulations.

5. Contractor agrees to transport, dispose of or store said by-products in such a manner as to eliminate or prevent, as far as possible, any dispersion of particulate matter or pollution of air in and around the disposal or storage area.

6. Contractor agrees to assume full responsibility for the disposal of said by-products and agrees to indemnify and hold harmless Vepco from any and all liability from claims of any parties for damages or liability of any nature whatsoever for injury to person or property arising out of the removal and disposal or storage of said by-products, provided, however, nothing contained herein shall be deemed to relieve Vepco from any wilful act or gross negligence on the part of its agents, servants or employees.

7. Contractor agrees that it is an independent contractor and shall be solely responsible for all Workmen's Compensation payments and other payments to its agents, servants and employees.

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8. Vepco agrees that during the term of this contract it will load or cause to be loaded the said by-products into the truck or trucks of the Contractor at which time title to said by-products shall pass and such by-products shall become the absolute property of the Contractor, provided, however, Vepco reserves the right to use such amounts of said by-products as it may require for its own use or for purposes of experiment by Vepco or third parties. Except as provided above, the Contractor shall have the exclusive right of haulage of said by-products during the term of this contract.

9. For its services as an independent contractor, Vepco agrees to pay the Contractor the sum of \$1.10 per cubic yard of by-products hauled from Vepco's Yorktown Power Station. Vepco covenants that in each calendar month there will be available for hauling pursuant to this contract such quantity of by-products as will, at the price per cubic yard then in effect, produce a payment to the Contractor of not less than \$1,000.

10. The amount of by-products so removed shall be measured by a mutually agreeable method showing the number of loads and number of cubic yards of by-products so removed.

11. Contractor shall render a statement in triplicate to the Superintendent of the Yorktown Power Station on or before the fourth day of each month which statement shall show the number of loads of each day of the previous month, the amount of each load and the total number of cubic yards hauled each day of the previous month. Payment shall be made to the Contractor by Vepco on or before the twentieth day of the month following the month for which each invoice is issued.

12. The price per cubic yard for hauling said by-products shall be subject to renegotiation and change by mutual agreement between the Contractor and Vepco at the end of each six months interval from the date of this agreement.

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13. The term of this contract shall be for a period of one year and at the expiration thereof shall automatically renew itself from year to year provided, however, that after the first year either party may cancel this contract upon six months written notice to the other. Such written notice shall be given by registered mail.

14. Contractor agrees that if at any time during the period this contract is in effect, it shall, without Vepco's consent, refuse or otherwise fail to haul said by-products in accordance with the terms hereof Vepco or its agents shall have the right to cause said by-products to be hauled, stored or otherwise disposed of on any lands on which Contractor has the right of storage or disposal and Contractor agrees to make any and all such lands available for this purpose until this contract is terminated in accordance with its terms. In addition, Contractor agrees to reimburse Vepco for all expenses incurred by Vepco in disposing of such by-products, which expenses shall be in excess of the then current price per cubic yard for haulage as set forth in Section 9 hereof. Furthermore Vepco shall also have the privilege to cancel this contract upon ten days notice.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives on the day and year first above written.

VIRGINIA ELECTRIC AND POWER COMPANY

BY

Thiles Carr

Attest:

PRESSON AND BRANDT

BY

John H. Presson

John H. Presson

and BY

R. L. Brandt

Robert Lee Brandt

AR100018

ORIGINAL
(104)

AGREEMENT

This Agreement entered into this 2nd day of October, 1957 by and between Virginia Electric and Power Company, a Virginia corporation, (herein referred to as "Vepco") and John H. Fresson and Robert Lee Brandt, Partners, doing business under the name of Fresson and Brandt of Grafton, Virginia, (herein referred to as "Contractor")

W I T N E S S E T H:

WHEREAS, Vepco desires to retain the services of an independent contractor to haul and carry away the fly ash, bottom ash and other by-products resulting from the combustion of coal, delayed coke and other fuels at its Yorktown Power Station and Contractor, an independent contractor, is desirous of performing the aforesaid services on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Contractor agrees to carry and haul away, or cause to be hauled away, all fly ash, bottom ash or other by-products (herein referred to collectively as "by-products") resulting from the combustion of coal, delayed coke and other fuels at Vepco's Yorktown Power Station.
2. Contractor agrees that said by-products will be hauled to a disposal area which is owned, leased or otherwise under the full control of the Contractor.
3. Contractor and Vepco shall mutually agree upon the time and frequency of removal of said by-products provided, however, that such times

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and frequency of removal shall be of such extent and nature that in Vepco's opinion the normal and proper operation of its Yorktown Power Station shall not be impaired or interfered with.

4. Contractor agrees that it is cognizant of all Federal, State and local laws and regulations relative to the disposal of industrial wastes, and particularly the Water Control Law of Virginia and the rules and regulations of the State Water Control Board and the rules and regulations of York County, Virginia. Contractor further agrees that it is aware that said by-products, the leachings therefrom or drainage from the area upon which said by-products are stored, may constitute dangerous hazards to life and property and the Contractor agrees to dispose or store such by-products in such a manner as not to violate the aforesaid Federal, State or local laws or regulations.

5. Contractor agrees to transport, dispose of or store said by-products in such a manner as to eliminate or prevent, as far as possible, any dispersion of particulate matter or pollution of air in and around the disposal or storage area.

6. Contractor agrees to assume full responsibility for the disposal of said by-products and agrees to indemnify and hold harmless Vepco from any and all liability from claims of any parties for damages or liability of any nature whatsoever for injury to person or property arising out of the removal and disposal or storage of said by-products, provided, however, nothing contained herein shall be deemed to relieve Vepco from any wilful act or gross negligence on the part of its agents, servants or employees.

7. Contractor agrees that it is an independent contractor and shall be solely responsible for all Workmen's Compensation payments and other payments to its agents, servants and employees.

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8. Vepco agrees that during the term of this contract it will load or cause to be loaded the said by-products into the truck or trucks of the Contractor at which time title to said by-products shall pass and such by-products shall become the absolute property of the Contractor, provided, however, Vepco reserves the right to use such amounts of said by-products as it may require for its own use or for purposes of experiment by Vepco or third parties. Except as provided above, the Contractor shall have the exclusive right of haulage of said by-products during the term of this contract.

9. For its services as an independent contractor, Vepco agrees to pay the Contractor the sum of \$1.10 per cubic yard of by-products hauled from Vepco's Yorktown Power Station. Vepco covenants that in each calendar month there will be available for hauling pursuant to this contract such quantity of by-products as will, at the price per cubic yard then in effect, produce a payment to the Contractor of not less than \$1,000.

10. The amount of by-products so removed shall be measured by a mutually agreeable method showing the number of loads and number of cubic yards of by-products so removed.

11. Contractor shall render a statement in triplicate to the Superintendent of the Yorktown Power Station on or before the fourth day of each month which statement shall show the number of loads of each day of the previous month, the amount of each load and the total number of cubic yards hauled each day of the previous month. Payment shall be made to the Contractor by Vepco on or before the twentieth day of the month following the month for which each invoice is issued.

12. The price per cubic yard for hauling said by-products shall be subject to renegotiation and change by mutual agreement between the Contractor and Vepco at the end of each six months interval from the date of this agreement.

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13. The term of this contract shall be for a period of one year and at the expiration thereof shall automatically renew itself from year to year provided, however, that after the first year either party may cancel this contract upon six months written notice to the other. Such written notice shall be given by registered mail.

14. Contractor agrees that if at any time during the period this contract is in effect, it shall, without Vepco's consent, refuse or otherwise fail to haul said by-products in accordance with the terms hereof Vepco or its agents shall have the right to cause said by-products to be hauled, stored or otherwise disposed of on any lands on which Contractor has the right of storage or disposal and Contractor agrees to make any and all such lands available for this purpose until this contract is terminated in accordance with its terms. In addition, Contractor agrees to reimburse Vepco for all expenses incurred by Vepco in disposing of such by-products, which expenses shall be in excess of the then current price per cubic yard for haulage as set forth in Section 9 hereof. Furthermore Vepco shall also have the privilege to cancel this contract upon ten days notice.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives on the day and year first above written.

Attest:

VIRGINIA ELECTRIC AND POWER COMPANY

BY Thies Carr

FRESSON AND BRANDT

BY John H. Presson

John H. Presson

and BY R. L. Brandt

Robert Lee Brandt

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ORIGINAL

CENTRAL FILING DEPARTMENT

CLASS *Personal*
No. *4466*

VIRGINIA ELECTRIC AND POWER COMPANY



RICHMOND, VIRGINIA

January 23, 1959.

Messrs. John H. Presson and
Robert Lee Brandt,
T/A Presson and Brandt,
Grafton, Virginia.

Gentlemen:

It is understood and agreed that in consideration of the mutual benefits to be derived from the covenants herein set forth, the Agreement by and between Virginia Electric and Power Company, a Virginia corporation, and John H. Presson and Robert Lee Brandt, partners, doing business under the name of Presson and Brandt, of Grafton, Virginia, dated October 7, 1957, is amended as follows:

- (1) That part of paragraph 9 reading as follows:

"For its services as an independent contractor, Vepco agrees to pay the contractor the sum of \$1.10 per cubic yard of by-products hauled from Vepco's Yorktown Power Station . . ."

is deleted and the following is substituted therein in lieu thereof:

"For its services as an independent contractor, Vepco agrees to pay the contractor the sum of \$0.90 per cubic yard of by-products hauled from Vepco's Yorktown Power Station . . ."

- (2) That paragraph 12 is deleted and the following is substituted in lieu thereof:

"12. No change in the price per cubic yard for hauling said by-products shall be made prior to April 1, 1964. Thereafter, the price per cubic yard for hauling said by-products shall be subject to renegotiation and change by mutual agreement between the contractor and Vepco."



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VIRGINIA ELECTRIC AND POWER COMPANY TO Messrs. John H. Presson and
Robert Lee Brandt

SHEET No. 2

(3) That paragraph 13 is deleted and the following is substituted in lieu thereof:

"13. The term of this contract shall be for a period of five (5) years commencing April 1, 1959, and at the expiration thereof shall automatically renew itself from year to year provided; however, that at any time after April 1, 1963, either party may give notice to cancel this contract twelve (12) months after such notice is given. Such written notice shall be given by registered mail."

It is expressly understood and agreed that this amendment shall become effective on April 1, 1959, and that all other provisions of the said Agreement dated October 7, 1957, shall remain in full force and effect.

If the foregoing conforms with your understanding of our agreement, please sign and return to us the enclosed duplicate copy of this letter.

VIRGINIA ELECTRIC AND POWER COMPANY

BY

Miles Cary
Vice President

The amendments set forth in the foregoing letter are hereby accepted this 11 day of February, 1959.

John H. Presson
John H. Presson, Partner

Robert Lee Brandt
Robert Lee Brandt, Partner
Trading as Presson and Brandt

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ORIGINAL
(R-4)

March 14, 1967

Route 2, Box 59
Yorktown, Virginia 23490

Mr. J. D. Ristroph
Manager Power Production
Virginia Electric and Power Company
7th & Franklin Streets
Richmond, Virginia

Dear Sir:

In October 1957, Presson and Brandt signed an agreement with Virginia Electric and Power Company to haul flyash and bottom ash from the Yorktown Power Station located at Hornsbyville, Virginia.

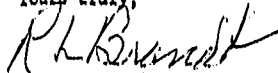
On January 1, 1967, I secured the interest in the business held by Mr. John H. Presson and by April 1, 1967, the name of the business will be changed to R. L. Brandt and Sons.

To keep the flyash agreement on a current basis, it will probably be necessary to issue a new agreement in the name of R. L. Brandt and Sons.

Should you agree this change is necessary, please have a new agreement issued for my signature. All terms and conditions of the present agreement shall remain in effect.

I shall look forward to hearing from you in the near future, concerning this matter.

Yours truly,



R. L. Brandt

cc: Mr. E. M. Sweeney, Jr.

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ORIGINAL
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CENTRAL FILING DEPARTMENT
CLASS..... *Contract*
No. *4418*

AMENDMENT NUMBER THREE

This Amendment Number Three, dated this first day of October, 1969, supplements and amends the Agreement between the Virginia Electric and Power Company (Vepco) and John H. Presson and Robert Lee Brandt, doing business as Presson and Brandt of Grafton (herein referred to as the Contractor) as amended by Amendment Number One, dated January 23, 1959, and Amendment Number Two, dated March 23, 1967.

1. That part of Paragraph 9 reading as follows:

"For its services as an independent Contractor, Vepco agrees to pay the Contractor the sum of \$0.80 per cubic yard of by-products hauled from Vepco's Yorktown Power Station...." is deleted and the following is substituted therein in lieu thereof:

"For its services as an independent Contractor, Vepco agrees to pay the Contractor the sum of \$1.25 per cubic yard of by-products hauled from Vepco's Yorktown Power Station...."

2. Paragraph 12 is deleted and the following is substituted in lieu thereof:

"12. No change in the price per cubic yard for hauling said by-products shall be made prior to October 1, 1974. Thereafter, the price per cubic yard shall be subject to renegotiation and change by mutual consent between the Contractor and Vepco."

3. Paragraph 13 is deleted and the following is substituted in lieu thereof:

"13. The term of this Agreement shall be extended to and terminate on September 31, 1974, and at the expiration

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thereof shall automatically renew itself from year to year provided, however, that at any time after October 1, 1973, either party may give notice to cancel this Agreement twelve months after such notice is given. Such written notice shall be given by registered mail."

4. A new paragraph 15 shall be added:

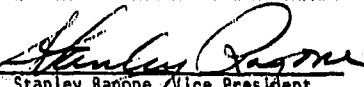
"15. Unless this Agreement is exempt, under applicable rules, regulations or orders by the Secretary of Labor, from the provisions of Subpart B of Part II of Executive Order No. 11246, dated September 24, 1965, the provisions of Section 202 are, to the extent that they may be applicable, made a part of this Agreement by reference."

It is expressly understood and agreed that this Amendment Number Three shall become effective on October 1, 1969, and that all other provisions of the said Agreement, dated October 7, 1957, as amended by aforesaid Amendment One and Amendment Two, shall remain in full force and effect.

R. L. BRANDT AND SONS


R. L. Brandt, President

VIRGINIA ELECTRIC AND POWER COMPANY


Stanley Ragone, Vice President

AR100027

NOTED APR - 3 1967 JDR

ORIGINAL
(14)

CENTRAL FILING DEPARTMENT
CLERK *Quintanilla*
No. *47118*

VIRGINIA ELECTRIC AND POWER COMPANY
RICHMOND, VIRGINIA

March 23, 1967

Mr. R. L. Brandt
T/A R. L. Brandt and Sons
Grafton, Virginia

Dear Mr. Brandt:

You have advised that as of January 1, 1967 you obtained the interest of Mr. John H. Presson in the firm of Presson and Brandt, and that by April 1, 1967 the name of the business will be changed to R. L. Brandt and Sons. Virginia Electric and Power Company has a contract with Presson and Brandt dated October 7, 1957, as amended by letter agreement dated January 23, 1959. You have indicated your intention that R. L. Brandt and Sons shall remain a party to this contract.

In view of this, it is hereby understood and agreed that henceforth all the rights and obligations of Presson and Brandt under the contract dated October 7, 1957, as amended by letter agreement dated January 23, 1959, shall be the rights and obligations of R. L. Brandt and Sons, and said contract and letter agreement shall be amended by substituting the name R. L. Brandt and Sons for the name Presson and Brandt wherever it appears therein, and that all the terms and conditions of the contract, as amended by the letter agreement, shall remain in effect between the parties hereto.

If the foregoing is satisfactory to you, please signify your acceptance by signing and returning to us the enclosed duplicate copy of this letter.

Very truly yours,

E. B. Crutchfield
Vice President

The provisions set forth in the foregoing letter are hereby accepted and agreed to this *27th* day of *March*, 1967.

R. L. Brandt
R. L. Brandt
T/A R. L. Brandt and Sons

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(104)

VIRGINIA ELECTRIC AND POWER COMPANY
RICHMOND, VIRGINIA 23261

STANLEY RAGONE
SENIOR VICE PRESIDENT

May 10, 1974

Mr. William E. Brandt, President
R. L. Brandt & Sons, Inc.
Route 3, Box 59
Yorktown, Virginia 23490

Dear Mr. Brandt:

Virginia Electric and Power Company hereby agrees to pay R. L. Brandt & Sons, Inc. an additional \$0.50 per cubic yard of by-products hauled from its Yorktown Power Station under the Agreement between the parties dated October 7, 1957, as amended by Amendment Number One, dated January 23, 1959, Amendment Number Two, dated March 23, 1967 and Amendment Number three dated October 1, 1969. Such increase in compensation shall be retroactive to April 1, 1974. All other provisions of the agreement as amended shall remain in full force and effect.

If the foregoing is satisfactory to you, please signify your acceptance by signing and returning to us the enclosed duplicate copy of this letter.

Very truly yours,


Stanley Ragone

The provisions set forth in the foregoing letter are hereby accepted and agreed to this 14th day of May, 1974.


William E. Brandt, President
R. L. Brandt and Sons, Inc.

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ORIGINAL
(Red)

STATEMENT

May 1, 1954

M. Vance
Yorktown
Virginia 22690

R. L. Brandt & Sons

ROUTE 2, BOX 59
YORKTOWN, VIRGINIA 23490

SAND, TOPSOIL & FILL

898 5809

After 30 days 2% Carrying Charge
will be added

Ch. Vds

Per 24

April	1	10	Loads	Ashe	22	220	\$1.75	\$385.00
"	2	11	"	"	22	242	"	423.50
"	3	8	"	"	22	176	"	308.00
"	4	12	"	"	22	264	"	462.00
"	5	13	"	"	22	286	"	500.50
"	8	13	"	"	22	286	"	500.50
"	9	14	"	"	22	308	"	539.00
"	10	12	"	"	22	264	"	462.00
"	11	13	"	"	22	286	"	500.50
"	12	14	"	"	22	308	"	539.00
"	15	12	"	"	22	264	"	462.00
"	16	13	"	"	22	286	"	500.50
"	17	13	"	"	22	286	"	500.50
"	18	4	"	"	22	83	"	154.00
"	19	13	"	"	22	286	"	500.50
"	22	10	"	"	22	220	"	385.00
"	23	12	"	"	22	264	"	462.00
"	24	11	"	"	22	242	"	423.50
"	25	14	"	"	22	308	"	539.00
"	26	13	"	"	22	286	"	500.50
"	27	12	"	"	22	264	"	462.00
"	29	11	"	"	22	242	"	423.50
"	30	3	"	"	22	176	"	308.00

266

5,852

\$10,241.00

(P) 045070

A3100030

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ORIGINAL
(Red)

STATEMENT

M. Tarzo
Yorktown
Virginia 23690

R. L. Brandt & Sons

ROUTE 2, BOX 59
YORKTOWN, VIRGINIA 23490

SAND, TOPSOIL & FILL

After 30 days 2% Carrying Charge
will be added

898 5808

		Cu. Yds.		Per Yd.	
April	1	18	Lis. B. Ashe 11	198	\$1.75
"	1	12	Lis. B. Ashe 11	132	\$3,465.75
"	2	15	Lis. B. Ashe 11	165	241.30
"	3	9	" " " 11	99	288.75
"	3	15	" " " 11	165	173.25
"	3	5	" " " 11	55	288.75
"	4	25	" " " 11	275	96.25
"	5	20	" " " 11	220	481.25
"	6	3	" " " 11	33	385.00
"	8	14	" " " 11	154	154.00
"	8	11	" " " 11	121	269.50
"	9	24	" " " 11	264	211.75
"	10	17	" " " 11	187	482.00
"	10	9	" " " 11	99	327.25
"	11	17	" " " 11	187	173.25
"	12	15	" " " 11	165	327.25
"	13	9	" " " 11	99	288.75
"	13	17	" " " 11	187	173.25
"	15	5	" " " 11	55	327.25
"	16	26	" " " 11	286	96.25
"	17	20	" " " 11	220	500.50
"	17	4	" " " 11	44	385.00
		315	3,465	\$6,063.75	77.00

(P) 095069

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STATEMENT

May 7 1971

M. Virginia
23490
23490

R. L. Brandt & Sons

ROUTE 2, BOX 59
 YORKTOWN, VIRGINIA 23490

SAND, TOPSOIL & FILL

898 5809

After 30 days 2% Carrying Charge
 will be added

April 18	8	Lbs.	W. Ashe	11	88	\$1.75	\$154.00
"	19	15	"	W. Ashe	11	145	231.75
"	19	8	"	"	11	88	154.00
"	22	17	"	"	11	187	327.25
"	23	14	"	"	11	242	423.50
"	23	22	"	"	11	242	423.50
"	24	9	"	"	11	99	173.25
"	24	13	"	"	11	143	250.25
"	25	14	"	"	11	154	269.50
"	26	13	"	"	11	143	250.25
"	26	13	"	"	11	143	250.25
"	27	20	"	"	11	220	385.00
"	29	10	"	"	11	110	192.50
"	29	12	"	"	11	132	231.00
"	30	16	"	"	11	176	308.00

204 2,244 \$3,527.00

Page 1 315 3,465 6,063.75

266 (22 Cu Yds) 5,852 10,241.00

Total Amount \$20,231.75

(P) 045068

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ORIGINAL
(Ind)

Mr. W. N. Thomas

Richmond, Virginia

R. A. McKay

May 9, 1973

R. L. BRANDT & SONS

The attached letter from subject requests an increase to cover increased costs of removing ash from Yorktown Power Station and also a clarification of their situation in view of our conversion to oil.

I have reviewed our Agreement with Brandt and note the following:

1. Paragraph #9 establishes the price per cu. yd. and further states that there will be enough by-product available each month to produce a payment of \$1,000.
2. Paragraph #12 states that there shall be no change in the price/cu.yd. prior to October 1, 1974.
3. Paragraph #13 establishes the termination date of the Agreement as September 31, 1974, however, at any time after October 1, 1973, either party may give notice to cancel this contract twelve months after such notice is given.

It would appear that we should notify Brandt that we will terminate the Agreement on September 31, 1974. Also, since Brandt apparently is entitled to \$1,000/mo. until the termination becomes effective and with little or nothing to haul, I can see no justification for granting an increase.

If you think it necessary and agree, I will clear this with the lawyers, then take steps to terminate the Agreement.

Original Signed
by R. A. McKay
R. A. McKay

RAM:agp

Attachments

NOTE: A marked-up copy of the Agreement is attached, also Amendments #1, 2 and 3.

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